Case 1:07-cv-08171-CM-JCF Document 20-9 Filed 07/01/2008 Page 1 of 30 EDWARD C. GREENBERG, P.C.

COUNSELORS AT LAW

570 LEXINGTON AVENUE, 17[™] FLOOR

NEW YORK, NY 10022

TELEPHONE: (212) 697-8777 FACSIMILE: (212) 697-2528 ecglaw@aol.com

> Of Counsel: Debra S. Reiser

November 15, 2007

BY HAND Toby Butterfield, Esq. Cowan, DeBaets, Abrahams & Sheppard LLP 41 Madison Avenue 34th Floor New York, New York 10010

> Re: Grecco v Everett Our File No.: C374P/06

Dear

Enclosed, as per your request, please find our clients original contracts with various film studios as well as his deposits to the copyright office for each image referenced in the Everett complaint.

The contracts and copyright deposits are grouped together by the images they govern. You will note that each and every contract indicates clearly and in no uncertain terms that "Michael Grecco retains the copyright to all photographs. Michael Grecco also retains the right to use any photograph for personal portfolio and promotional use."

Please feel free to contact us with any questions you may have.

Very truly yours,

Richard O'Brien

Law Clerk for Edward Greenberg

P . 1

ed 07/01/2008 Page 2 of 30

EMAIL michael@greccophoto.com

MICHAEL GRECCO PHOTOG

RAPHY, INC.
1701 PIER AVENUE
SANTA MONICA CA 90408
TELEPHONE 210.452.4461
FACSIMILE 310.452.4452

FAX

DATE:

November 14, 2007

TO:

Edward Greenberg

FACSIMILE #:

212-697-2528

FROM:

Michael Grecco

REGARDING:

PAGE 1 OF:

16

Dear Edward Greenberg,

Please find to follow a copy of the original package that was send to the Copy Right office for the Xena photogoraphs. Along with a copy of the client invoice and usage terms from the job.

Please let me know if you need anything else.

All the best,

Rebecca D. Shulman

ASSIGNMENT INVOICE		· · · · · · · · · · · · · · · · · · ·
O: MAGGIE HAMILTON		INIVOICE# 1010
DIRECTOR OF MARKETING		INVOICE# 1910 DATE: 6/1/1997
HAMILTON GRAY		P.O.#
3519 WEST SIXTH STREET		1.0.17
LOS ANGELES CA 90020		
213-380-3933		
JOB FOR: ERIK THOMPSON	JOB TITLE:	HERCULES XENA
MCA TELEVISION GROUP	•	
DESCRIPTION:		
FOR PHOTOGRAPHING HERCULES AND XENA IN 5/13/97.	N AUCKLAND, NEW ZEALA	ND FROM 5/6/97 TO
USE:		
-		
UNLIMITED USAGE RIGHTS ARE GRANTED TO	THE CLIENT. MICHAEL C	RECCO RETAINS THE
COPYRIGHT TO ALL PHOTOGRAPHS. MICHAE ANY PHOTOGRAPH FOR PERSONAL PORTFOLIC	L GRECCO ALSO RETAIN	S THE RIGHT TO USE
	AND INDIMONOTIONAL US	E
FEE: 2 DAY(S) CREATIVE FEE @		
2 DAY(S) TRAVELING @	\$2,250.00	
2 DAY(S) LOCATION SCOUTING @	\$375.00 \$375.00	\$750.00
2 DAY(S) PREPARATION @	\$375.00 \$375.00	\$750.00 \$760.00
	FEE TOTAL:	\$750.00 \$6,750.00
LABOR:	TEE TOTAL	40,7 30.00
9 DAY(S) ASSISTANT #1 @	\$1 <i>75</i> .00	\$1 <i>,575.</i> 00
3 DAY(S) ASSISTANT #2 @ 2 DAY(S) ASSISTANT #3 @	\$150.00	\$450.00
T PUT OF MODIO MIN #2 4	\$150.00 LABOR TOTAL:	\$300.00
MATERIALS:	LABOR TOTAL:	\$2,325.00
288 ROLLS OF 2 1/4 COLOR @	\$10.00	\$2,880.00
19 FUJI INSTANT FILM (DOUBLE) @	\$30.00	\$570.00
288 ROLL(S) PROCESSED @	\$20.00	<u> </u>
PRODUCTION:	MATERIALS TOTAL:	\$9,210.00
EQUIPMENT RENTALS:		\$2,222.62
SET CONSTRUCTION (PLEXIGLASS)		\$2,222.02 \$264.89
EXPENDABLES: TAPE, GELS, FILTERS, BATTS	S., CINEFOIL, ETC.	\$200.00
AIRFARE WITH EXTRA BAGGAGE		\$2,628.24
HOTEL VAN RENTALS		\$423.79
GRATUITIES GRATUITIES		\$807.93
TAXIS		\$62.00 \$48.45
MEALS		\$48.45 \$1 <i>77</i> .44
PHONE & FAXES: LOCAL, L.D., & CELL W/L	.D. & ACCESS	\$58.50
MESSENGERS TO AND FROM LAB		\$72.00
	PRODUCTION TOTAL:	\$6,965.86
	SUBTOTAL	\$25,250.86
	SALES TAX @ 0.00%	\$0.00
	FINAL TOTAL	\$25,250.86
MET 2A - BUE BY 7/1/A-	ADVANCE/PAYMENT	\$25,250.86
NET 30 - DUE BY 7/1/97	BALANCE U.S.	\$0.00
PLEASE MAKE CHECKS PAYABLE TO "MICH	AEL GRECCO", SS# 127-48-	1814

TERMS AND CONDITIONS

- Acceptance of terms. The photographs which are subject of this agreement are sent on the condition that the terms stated below are agreed to in full. Holding photographs beyond five days constitutes acceptance of these terms, including agreement to the liquidated danages provision. If you do not agree to all the terms of this agreement, please return all photographs at ange.
- Copyright protection/credit line. Client acknowlessors that Michigal Grecco Photography owns the copyright to the photographs and agrees to take all necessary precoupless to take all necessary precoupless to take a protection of such copyright.
 - a) For non-edificial use, client will provide copyright protection by placing proper capyright hotics on trip use. Proper notice is (2) (year) Michael Grecco
 - b) For adilorial use, a credit life in the form (A free! Wichige Grecco shall appear adjaced to at within the photograph tredit in type no smaller than that of related text. Failure to include the Foregoing shall result in a trable fee. Client acknowledges that such treble his is fair and reasonable for the lass. of recognition and lack of appropriate protection resulting from the follows in give proper copyright notice or credit like.
- Scope of license. Rights grotted gire for one use and fexchiding buy burst. Rights granted under this license may not be disigned or transferred without written. premission. Motorich may not be regratived, copind, opplicated, contribulized or offensive used without express written consent. No rights are granted until gayment is received by Michael Grecco Philography.
- Model releases, No model releases exist titles specified by Michael Greco Photography. Client acknowledges that Michael Greco Photography makes no worranty of model release by photography supplied under this agreement.
- Notice and copies, Glient will provide Microsel Grecco Photography with details of all photographs before use and provide Microsel Grecco Photography with two free copies of all photographs appearing in print within seven days of printing
- Between of phiotographs. All photographs shall be returned undamaged within 30 days of clean's receipt unless specifically agreed otherwise in writing by Michael Grecco Phatography. Return of photograph's must be by registered mails of freight or banded messerger, in all cases fully insured with tetura receipt requested. Client retains responsibility for safe return of photographs and liability for damage thereto until received by Michael Grecco Photography or his? authorized agent. All photographs not returned within 30 days of receipt by the client will be subject to a holding charge of \$5.00 per week per thrage unless otherwise agreed in writing.
- Last or damaged photographs. The parties acknowledge that it is difficult and improvided to determine the exact value of each photograph subject to this agreement. Therefore the parties agree that the reasonable value of each original photograph lost, domaged or alread \$2\$, 500,00 pm shotograph villass another value is derived an in writing. The parties also agree that \$100,00 pm another value is derived an in writing. The parties also agree that \$100,00 pm another value is derived to domaged duplicate photographs of which Michael Graco thotographs holds the undamaged original. Acceptance of this light defined defininges provision by allert is a restorate consideration for delivery
- by Michael Gracco Pherography to the client of photographs poverhed by this application.

 8. Virginia responsibility. Client accepts responsibility and hability for all acts of the employees, apparts, assigns, messengers, printers, shippers, researchers and all others acting at its request or on its behalf.
- bridge and to the second of the second secon and expender, including reasonable attainer's less, crising out of any use of photographs supplied by Michael Grecco Photographs including, but not limited to those arising from misuse of photographs, privacy claims and tock of model cheases: 10. Default.

 - a) All tills are due immediately upon receipt of the described photographs entimus be paid before any use is made of this tographs applied. Use prior to full programs, we constitute, domain or loss of photographs, will be a default under this agricument.

 b) Interest on only defaulted bindown will account to the permitted by the interest and or only defaulted by the interest or only defaulted by the interest of the permitted by the control of the contr and the east of confying a delauted paraunt.
 - d) All one of collection of defaulted accounts, including Triviers and late charges, will be charged to client as an addition to the amount poyable. These basis of collection include but are not limited to, reasonable presency's less and capit posts.
- 11. Governing law. This og centent is governed by the love of the state of California
- 12. Attorney's less, in the event of litigation between parties to this agreement concerning the subject of this agreement, the prevailing pairy will be entitled to
- recover reasonable phones is feet and the cost of soil from the other party.

 13. Weight. No action of Michael Greece Photography other than a written water requirement, be construed as water of this agreement, and no written water may be construed as violving any part of the agreement beyond what it specifically covers:
- - a) Any controversy between the parties regarding the construction of application, and any claim orising out of this agreement or
 - its default or breach, will be submitted to binding arbitration on written request by disprain to the other.

 b) The parties will each appoint one person to beat and determine the dispute. These two arbitrators will chable a third arbitrator. whose decision will be binding on both parties. The took of party albimidian will be allocated among the parties in the proper proportions decided by the brightness, based on the merits of the case and early party of good faith efforts to hardle the dispute.
 - c) The arbitrators will be governed and enforced under the provingits of the Collernit Arbitration law. Code of Civil Procedure sections 1.200 and following for any other strailor successor atomics).
- 15. Estimates. All expense estimates are subject to normal trade voticinae of 10%
- 16 Copyright sursection. Client hereby expressly consents to this jurisdiction of the Federal countrivial respect to claims by Michael Grecco Photography under the Copyright Act of 1976, as amended
- Overtime. In the event of shoot extends beyond eight (a) consecutive hours, Michael Greccoffiologically may change for such excess time of assistance. and treatunce staff at the rate of one and orienfall think hourly rates.
- 18. Reshopts. Client will be charged 100% fee and expanses for any reshoot required by Client, Porcerly reshical required because of an act of God or the fault of a third party, Michael Grecco Photography will charge no additional fee and Client will pay all dispenses. It Michael Grecco Photography charges for special confingency insurance and is paid in full for the shoot, Client will not be charged for any expenses covered by insurance. A list of exclusions much iristronce will be provided on request.
- 19 Cancellations and postpone
 - a) Client is responsible for payment of all expenses incurred its to the time of cancellation, plus 50% of Allehool Grecos Photography's tee. If notice of concelligition is given less than this (2) business days before the shoot date, Clien) will be charged 100% for
 - Weather postponements. Unless otherwise agreed, Client will be charged, 100% fee it pastponement is due to weather conditions while an localish and 50% fee if postpanement occurs before deporture to location.
- 20. Seventility. If only provision is found prientor could, the remaining terms will be unoffected and will remain in force.
- 2). Time is of the essence. Time is of the essence with respect to payment and seturn of more right.
- 22. Buy outs. Notwithstanding any of the foregoing, "buy outs" entitle client to multiple uses of the photos with copyright notices whatever published. Commercial exploitation of any part of any photo in any form is strictly prohibited.
- 23. Entire agreement. This agreement contains the antire agreement between them and Michael Grecco Photography. It supersedes all other agreements and and written between them with respect to the photographs, and no other agreement between them for the subject matter of this agreement is valid or binding. This agreement may be modified only in a writing signed by both parties.

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FORM VA

Roza Work of the Visual Arts

UNITED STATES COPYRIGHT OFFICE

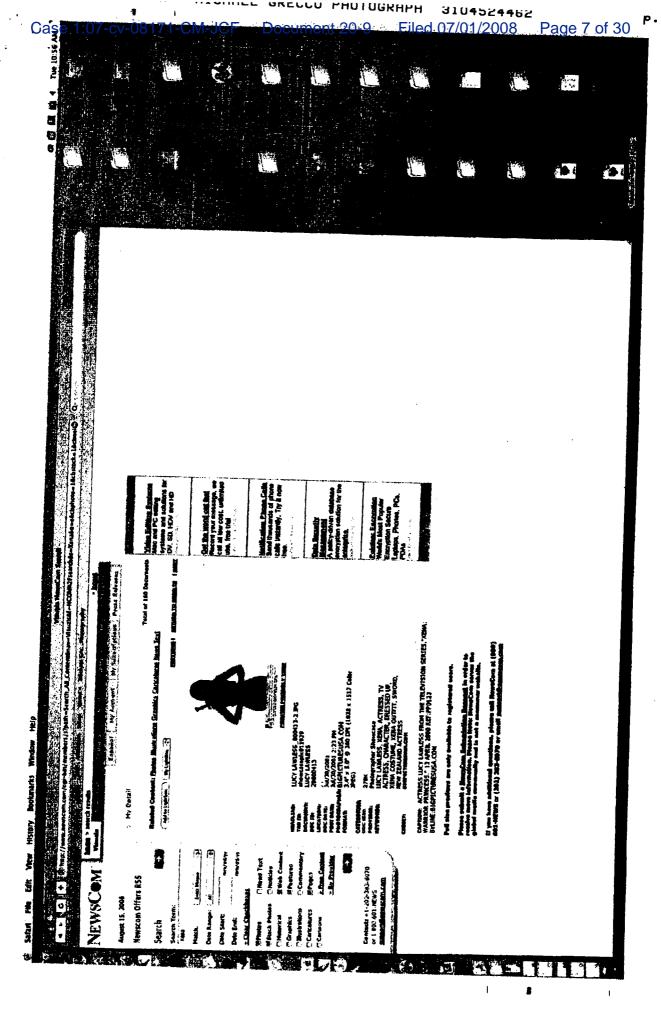
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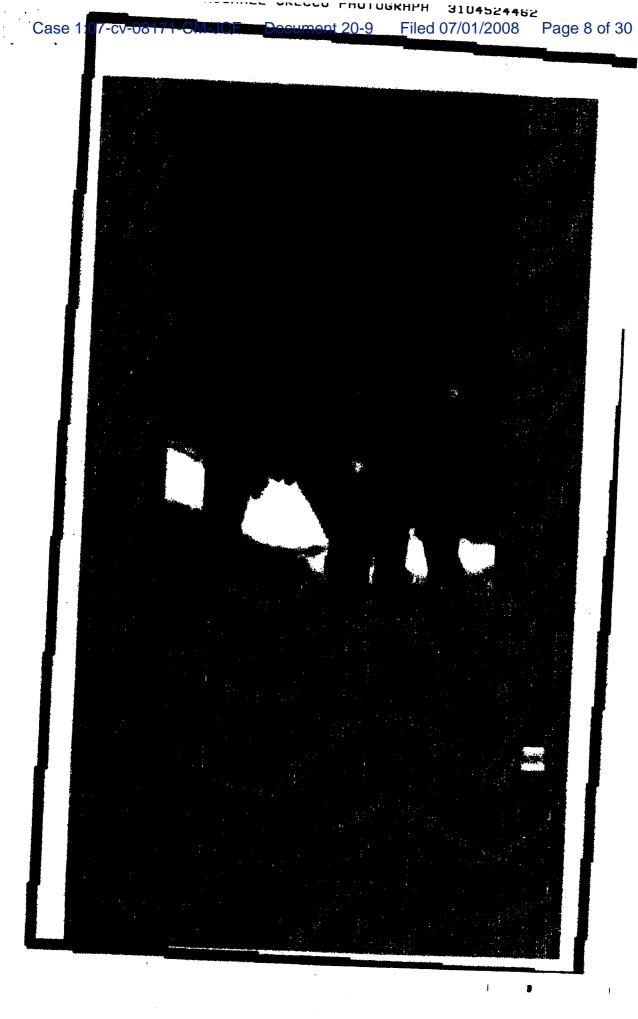
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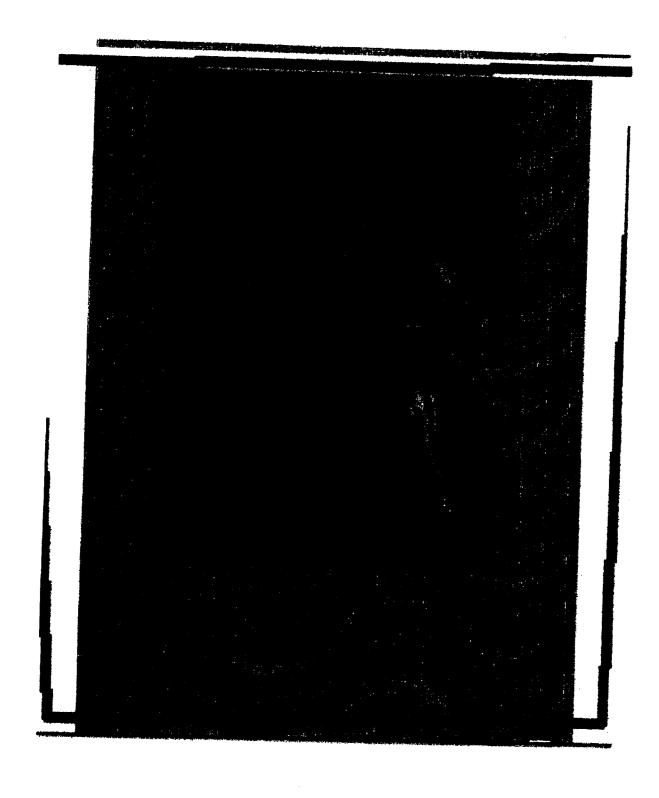
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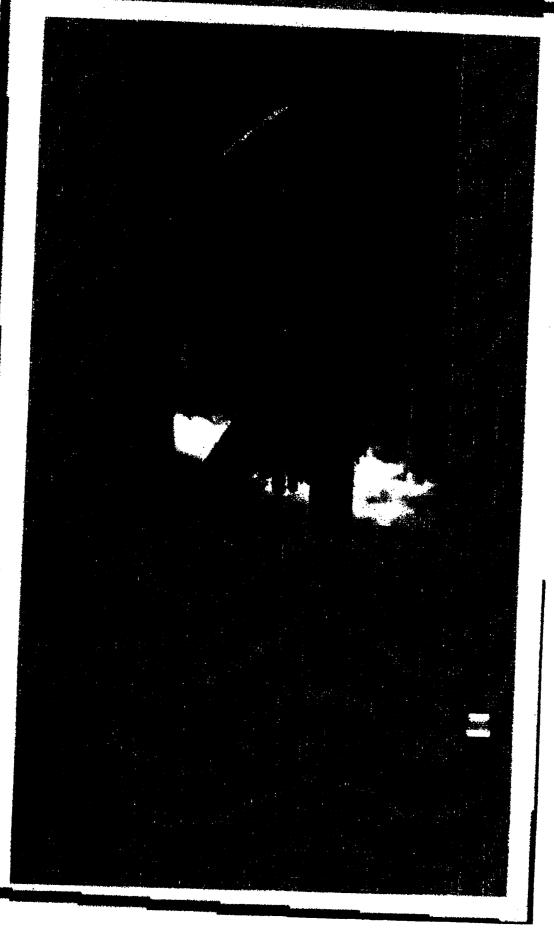






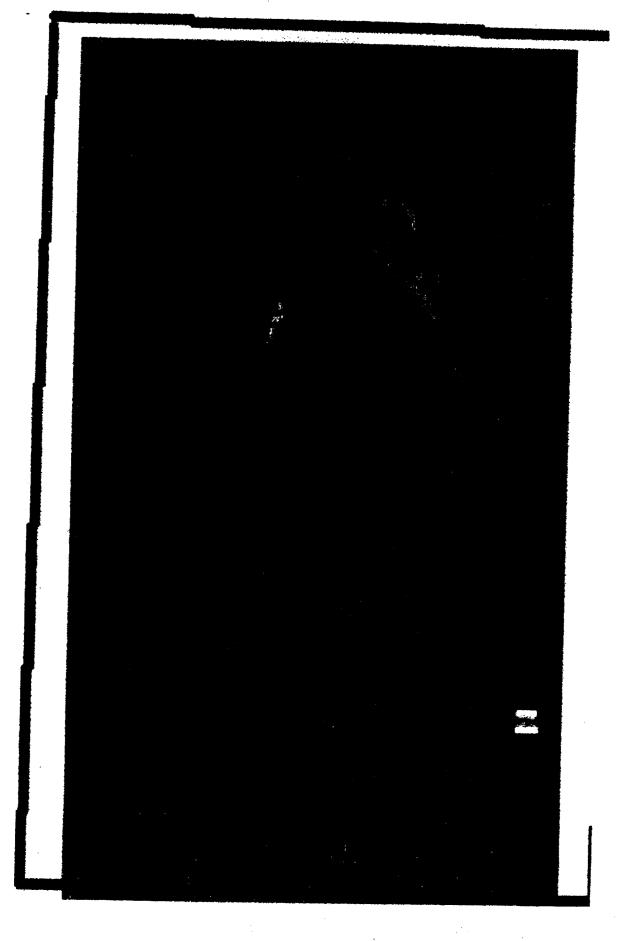
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Page 13 of 30

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WASHINGTON, DC 205596000

US 202-707-8239

Michael Grecco MGP, INC 1701 PIER AVENUE SANTA MONICA, CA

90405 US

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Fediax will not be responsible for any claim in excess of \$100 per package whether the result of loss, damage, datay, non-dalway, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, consult the applicable FadEx Service Guide for details.

Filed 07/01/2008

Page 14 of 30

TrackingUpdates@fedex.com, 12/5/06 12:04 PM -0500, FedEx Shipment 798555368530 De

Delivered-To: michael@michaelgrecco.com From: TrackingUpdates@fedex.com

Date: Tue, 5 Dec 2006 10:57:02 -0600 (CST)

Reply-To: <trackingmail@fedex.com> To: <michael@michaelgrecco.com>

Subject: FedEx Shipment 798555368530 Delivered

X-FedExNet-Message-ID: PN45336214305

This tracking update has been requested by:

Company Name: MGP, INC

Name: Michael Grecco

E-mail: michael@michaelgrecco.com

Our records indicate that the following shipment has been delivered:

Tracking number:

798555368530 Reference:

legal & professional Ship (P/U) date: Dec 4, 2006

Delivery date: Dec 5, 2006 10:55 AM Sign for by:

R.WALKER

Delivered to: Shipping/Receiving

Service type: FedEx Standard Overnight

Packaging type: FedEx Box

Number of pieces: Weight: 2.0 LB

Shipper Information

Recipient Information

Michael Grecco JOY BURNS

MGP, INC COPYRIGHT OFFICE 1701 PIER AVENUE

101 INDEPENDENCE AVE, SE SANTA MONICA

WASHINGTON

CA DC US US

90405 205596000

Special handling/Services:

Deliver Weekday

Direct Signature Required

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 10:46 AM CST on 12/05/2006.

and a distribution are subject to change. The Copyright Office and a strong dight pox, write the Dopy-· 14 (2021) 107-3000.



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NOTE

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See instructions before completing this space,

By Assignment

公子公司 化对对性性 医神经性性 医水子氏性性炎 医水管 医多种性 医神经神经 医皮肤 MORE ON BACK

Complete all applicable spaces (numbers 6-9) on the reverse able of this page.

See detailed instructions.

Sign the form at line 8.

Contract Con DO NOT WRITE HERE

Page 1 of __ pages

Case 1:07-cv-08171-CM-JCF Document 20-9 Filed 07/01/2008 Page 16 of 30





Track/History Address Book Preferences Fast Ship Reports My Profile < Log out Home **Q** Quick h car Details. Ship to: JOY BURNS Package Type: COPYRIGHT OFFICE FedEx Envelope Pickup/Drop Off: 101 INDEPENDENCE AVE. **Drop Off** :: Weight: SE 1 LBS WASHINGTON, DC Dimensions: 0 x 0 x 0 205596000 Declared Value: 0 USD US Shipper Account Number: 109850837 202-707-8239 Bill Shipment To: From: 109850837 Michael Grecco Courtesy Rate Quote *9.19 MGP, INC List Rates: 1701 PIER AVENUE 12.10 Effective Net Discount: SANTA MONICA, CA 2.91 90405 Discounted variable % 0.00 US List variable % 0.00 3104524461 Special Services: Signature Required Tracking no: 790844666502 Shipment Type: Your reference: Express Legal & Profesional Ship date:

Print

Please Note

Service Type:

Nov 30 2004

FedEx 2-Day

. *The courtesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation; unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, or sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, or sales, inci special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

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P. 1 /

Gase 1:07-cv-08171-CM-JCF Document 20-9 Filed 07/01/2008 Page 18 of 30

FedEx, 12/3/04 12:14 PM -0500, FedEx shipment 790844666502

Date: Fri, 3 Dec 2004 11:14:54 -0600 (CST) From: FedEx <donotreply@fedex.com> Reply-To: FedEx <donotreply@fedex.com>

To: <michael@michaelgrecco.com>
Subject: FedEx shipment 790844666502
X-FedExNet-Message-ID: P434975085

Our records indicate that the shipment sent from Michael Grecco/MGP, INC to JOY BURNS/COPYRIGHT OFFICE has been delivered. The package was delivered on 12/03/2004 at 11:20 AM and signed for or released by .

The ship date of the shipment was 12/01/2004.

The tracking number of this shipment was 790844666502.

FedEx appreciates your business. For more information about FedEx services, please visit our web site at http://www.fedex.com

To track the status of this shipment online please use the following: http://www.fedex.com/cgi-bin/tracking?tracknumbers=790844666502&action=track&language=english&cntry_code=us

Disclaimer

FedEx has not validated the authenticity of any email address.

2000 г ПОТОБКЯРН 3104524462

P. 1

Case 1:07-cv-08171-CM-JCF Document 20-9

Filed 07/01/2008

Page 19 of 30

MICHAEL GRECCO PHOTOGI

FAX

T1701 PIER AVENUE
SANTA MONICA CA 80405
TELEPHONE 310.452.4481
FACSIMILE 310.452.4462
EMAIL michael@greccaphoto.com

DATE:

November 14, 2007

TO:

Edward Greenberg

FACSIMILE #:

212-697-2528

FROM:

Michael Grecco

REGARDING:

PAGE 1 OF:

8

Dear Edward Greenberg,

Please find to follow a copy of the original package that was send to the copy right office for the X-Files photographs. Along with a copy of the client invoice and usage terms from the job.

Please let me know if you need anything else.

All the best,

Rebecca D. Shulman

\$10.00

\$10.00

\$20.00

\$20.00

\$0.10

\$0.34

MATERIALS TOTAL:

PRODUCTION TOTAL:

SALES TAX @ 0.00%

ADVANCE/PAYMENT

U.S.

!

SUBTOTAL

BALANCE

PLEASE MAKE CHECKS PAYABLE TO "MICHAEL GRECCO", SS# 127-48-1814

FINAL TOTAL

\$460.00

\$450.00

\$240.00

\$40.00

\$1,820.00

\$3,010.00

\$1,195.00

\$100.00

\$100.00

\$37.33

\$34.00

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\$0.00

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\$4,513.33

\$12,975.83

\$12,975.83

\$12,975.83

\$2,925.00

45 ROLLS OF 2 1/4 B & W @

91 ROLLS PROCESSED WITH EXTRA SNIPS @

PHONE CALLS L.D. AND CEL. W/ ACCESS

MESSENGERS TO AND FROM LAB

NET 30 - DUE BY 7/25/93

EQUIPMENT RENTALS: CAMERAS AND LIGHTS

EXPENDABLES: TAPE, GELS, FILTERS, BATTS., CINEFOIL.

SET CONSTRUCTION: BALANCE BILLED DIRECT TO FOX

12 POLAROID 669 @

400 IMAGES SLEEVED @

INSURANCE

MEALS

100 MILES @

PRODUCTION:

•		310425	1 462
Case 1:07-cv-08171-CM-JCF	Document 20-9		
ASSIGNMENT INVOICE			
TO: ERIN O'DONNELL ACCOUNT EXECUTIVE KESWICK HAMILTON SYGMA 3519 WEST SIXTH STREET LOS ANGELES CA 90020 213-380-3933			INVOICE# 1211 DATE: 6/25/1993 P.O.#
JOB FOR:			
DESCRIPTION:		JOB TITLE:	X FILES
FOR PHOTOGRAPHING THE X	FILES FOR FOX BROA	DCASTING	
USE:	THE TAX BROWN	DCASTING.	
F.B.C. ALL RIGHTS FOR PUBLIC INC. RETAINS THE COPYRIC PHOTOGRAPHS FOR PERSON, FEE:	AL PORIFOLIO AND PI	ONLY, MICHAEL GREG GRAPHS AND THE RI ROMOTIONAL USE.	CCO PHOTOGRAPHY, GHT TO USE ANY
DAY(S) CREATIVE FEE @	•	4	
1 DAYS PREPARATION	Q	\$2,625.00	\$2,625.00
LABOR:		\$1,312.50 FEE TOTAL:	\$1,312.50
2.5 DAY(S) ASSISTANT #1	•	TEL TOTAL:	\$3,937.50
2 DAY(S) ASSISTANT #2	ര	\$150.00	\$375.00
Z DAY(S) ASSISTANT #2 Z	ම ව	\$150.00	\$300.00
24 HOURS OVER TIME @	•	\$150.00	\$300.00
MATERIALS:		\$22.50	<i>\$54</i> 0.00
46 ROLLS OF 2 1/4 COLOR	_	LABOR TOTAL:	1,515.00
45 ROLLS OF 2 1/4 COLOR	@	\$10.00	\$460.00

Document 20-9 Filed 07/04/2008 77-2008 Case 1:07-cv-08171-CM-JCF

Acceptance of terese. The photographs which are subject of this agreement are sent on the condition that the terms stated below are agreed to in full. Holding photographs beyond five slove constitutes acceptance of these newns, including abrements the liquidated demages provision. If you do not come to differ terms of this agreement, please retent all please

- a) For non-editional use, client will playing copyright protection by placing proper copyright holids on birty use. Proper notice is @ (year) Michael Crecto. 3) For non-eidinated use, client will playing a copyright protection by placing proper copyright halics on any use. Proper notice is 60 (year) Michael Grecco, of related text, foliated to vicinity the latting of recognition and latting to vicinity and results of recognition and latting to vicinity and results of recognition and latting to vicinity protection resulting from the failure to give player copyright halite the a fair sead reasonable for the fass profession. Making, Rights, granted are for one use only becausing they bright. Rights from the failure to give player copyright hadron or credit line; por seasonable for the fass por easier. Making may not be reproduced, copied, projected beautifully and or otherwise used without express written consoln. No rights are granted until grayment is received by Michael Orecco Photography.

 Model relatives. No model stems soust utilities and the failure of Photography. Client acknowledges that Michael Grecco Photography makes no

- No rights are granted while payment is received by Methiael Grecco Philitography.

 d. Madel releases. No model releases out whiles specified by Michael Grecca Pholography. Chent acknowledges that Michael Grecco Philipprophy maked no year and copies. Client will provide Michael Grecco Pholography with details of all pholographs before use and provide Michael Grecco Pholography with details of all pholographs are all pholographs appearing in print within seven days of printing.

 6. Return of pholographs. All pholographs shall be reversed indicatoget within 30 days of client's receipt taless specifically agreed intervies in writing by requirectional control of the pholography. Return of pholographs must be by requirectional or freight or bonded possenight. In all cases fully insured with return received by Michael Grecco Pholography or his equested. Client retains, responsibility for sole returns of photographs, and hability for damage decreasionall received by Michael Grecco Photography or his as thousand agent. All pholographs not fearched within 20 days of receip by the client will be subject to a holding though of 25.00 per week per thage
- unless otherwise agreed it writing.

 7 Lost or demograph photographs. The parties acknowledge that it sufficult and improcised to determine the larger ratue of each photograph subject to this another your plants on its variety of each original photograph total considering the constitution of the process o
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 Supervising, Chart agrees to hold Michael Greece Photography and day allow phytographies fractions and to indemnify them from a Jolpinis, Habilities, dayloges and expenses, including reasonable alterney's feet, arising pot of day use of protographs supplied by Michael Greece Photography including, but not limited.

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- 18. Reshoots: Client will be charged 100% fee and expensed for they reshoot required by Client For any reshoot required because of an out of God or the foult of a hird potry Michael Grecco Photography will charge no additional fee and Client will pay all superiors required accounts or an our or pool or me tour or confingency insurance and is paid to the shoot. Client will not be charged for any expenses congred by insurance. A list of exclusions from such 19 Cancellations and postponegients
- - of Client is responsible for payagent of all expenses in using up to the sime of concellation, plus 50% of Michael Grecca Photography's libe.

 If notice of connellation is given less than two 12th qualities days before the shoot date. Client will be chicked 100% less.
 - Weather postporements. Unless oil eswice agreed, Cilien with be dranged TOOK feet if postponement is due to weather occiditions while on laction and 50% Re if posspanement accursi before departure to lacation.
- 20. Separabley. If any provision is bound unanterceable, the remaining terms will be unaffected and will remain in force.
- 21. Time a of the essences. Time is of the essence with respect to payment anchorum of indiscrets.
- 22. Bey outs. Notwithstanding any of the foregoing, "puryouts" antitle client to multiple uses of the photos with copyright notices, whenever published. Commercial exploitation of any park of any phono in any form is swittly prohibited.
- 23. Entire agreement. This agreement contains the entire agreement between client and Michael Greece Photography. It supersedes all other agreements. oral and written, between them with respect to the photographs, and no other agreement between them for the subject maker of this agreement is valid or bridging. This agreement may be modified play in a writing signed by table parties.

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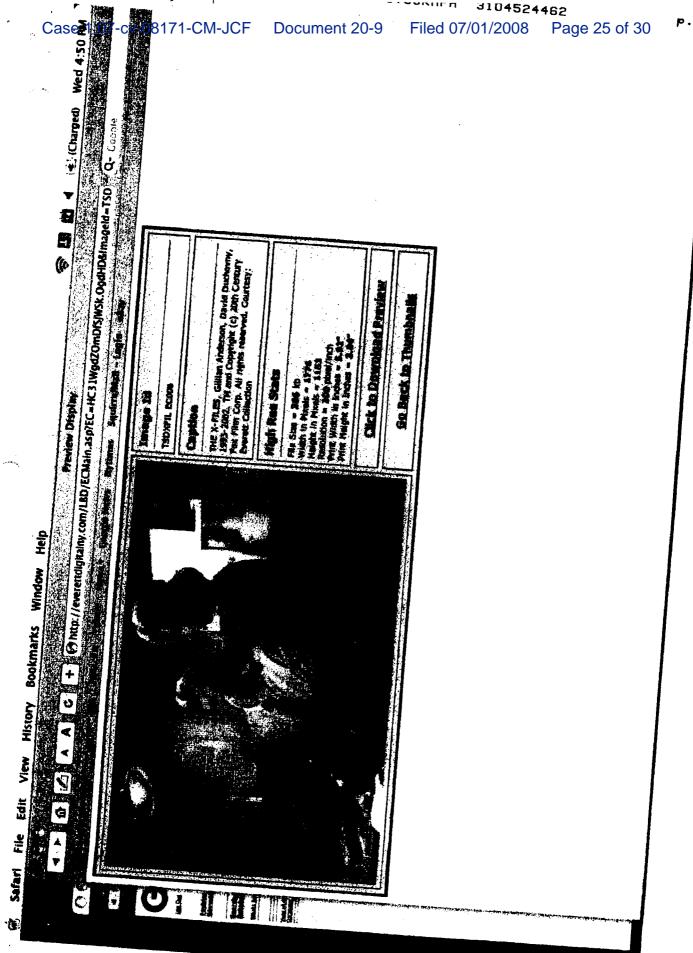
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	Form VA For a Work of the Visual Arts UNITED STATES COPYRIGHT OFFICE
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e enert su	nd deyline telephone number (310) 452-4461		
ail	Michael Ornich anteres	Fax rumber (310 452-4462	
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Shipment Details

Home Your Shipment Details:

Address Back

191 Ship Reports

Ship to:

From:

JOY BURNS COPYRIGHT OFFICE 101 INDEPENDENCE AVE.

WASHINGTON, DC 205596000

US 202-707-8239 Michael Grecco

MGP, INC 1701 PIER AVENUE SANTA MONICA, CA

90405 **US**

Tracking no: Your reference: Ship date: Service Type:

3104524461 798555368530 legal & professional

Dec 04 2006 Standard Overnight

Package Type: FedEx Box Pickup/Drop Off: Weight Drop Off Dimensions: 1 LBS Declared Value: 0 x 0 x 0 in Shipper Account Number: O USD Bill transportation to: 109850837 Courteey Rate Quote 109850837 List Rates: *26.7 34.42

Effective Net Discount: Special Services: 7.72

Purpose: Shipment Type: Direct signature required

Express

Print

Please Note

*The coursesy rate shown here may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable <u>FedEx Service Guide</u> or the FedEx Rate Sheets for details on how shipping charges are

calculated.

FedEx will-not-be-responsible for any claim in excess of \$100 per package, whether the result of loss, damage, dainy, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.

Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Incidental, consequential, or speciel is limited to the e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits;





90405

Special handling/Services:

Direct Signature Required

Deliver Weekday

205596000

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mailbox. This report was generated at approximately 10:46 AM CST

Printed for Michael Grecco <michael@michaelgrecco.com>

9104524462 P.1

Fired 07/01/2008

Page 29 of 30

FAX

SANTA MONICA CA 90405 TELEPHONE 310.452.4461 FACSIMILE 310.462.4462 EMAIL michael@greccophoto.com

DATE:

November 14, 2007

TO:

Edward Greenberg

FACSIMILE #:

212-697-2528

FROM:

Michael Grecco

REGARDING:

PAGE 1 OF:

8

Dear Edward Greenberg,

Please find to follow a copy of the original package that was send to the copy right office for the Appplegate photographs. Along with a copy of the client invoice and usage terms from the job.

Please let me know if you need anything else.

All the best,

Rebecca D. Shulman

Case 1:07-cv-08171-CM-JCF	Document 20-9	Filed 07/01/2008	Page 30 of 30
ASSIGNMENT INVOICE			
TO: MAGGIE HAMILTON DIRECTOR OF MARKETING KESWICK HAMILTON 3519 WEST SIXTH STREET LOS ANGELES CA 90020 213-380-3933			INVOICE# 1157 DATE: 1/15/1993 P.O.#
JOB FOR:		JOB TITLE:	APPLEATE
DESCRIPTION: FOR SHOOTING CURISTING			
FOR SHOOTING CHRISTINA APP USE:	LEGATE FOR FOX BRO	DADCASTING ON 1/1	7/92.
ALL RIGHTS FOR PUBLICITY AN GRECCO PHOTOGRAPHY, INC. RIGHT TO USE ANY PHOTOGRAI FEE: 1 DAY(S) CREATIVE FEE @	D ADVERTSING FOR	FOX BROADCASTIN	IC ON HIM AND
		\$562.50	\$ 562.50
LABOR:		FEE TOTAL:	\$562.50
2 DAY(S) ASSISTANT #1 @ 1 DAY(S) ASSISTANT #2 @ 1 STUDIO MANAGER FOR S	TUDIO RENTAL	\$150.00 \$150.00 \$175.00	\$300.00 \$150.00
MATERIALS:		LABOR TOTAL:	\$175.00 \$625.00
47 ROLLS OF 2 1/4 COLOR @ 3 ROLLS OF 2 1/4 B & W @ 6 POLAROID 669 @ 50 ROLLS PROCESSED @ 423 IMAGES SLEEVED		\$10.00 \$10.00 \$18.00 \$15.00 \$0.10	\$470.00 \$30.00 \$108.00 \$750.00 \$42.30
PRODUCTION:	MA	TERIALS TOTAL	1,400.30
EQUIPMENT RENTALS: LIGH STUDIO RENTALS BACKGROUNDS EXPENDABLES: TAPE, GELS, INSURANCE PROPS: CHAIR MEALS 87 MILES @ PHONE CALLS L.D. AND CEL. MESSENGERS TO AND FROM	TS AND 6X8 CAMER, FILTERS, BATTS., CINI W/ ACCESS N LAB	A EFOIL \$0.34	\$565.50 \$590.00 \$200.00 \$100.00 \$50.00 \$50.00 \$25.96 \$29.58 \$35.00 \$36.00

SUBTOTAL

SALES TAX @ 0.00% FINAL TOTAL

U.S.

\$4,269.84

\$4,269.84

\$0.00 \$4,269.84

ADVANCE/PAYMENT NET 30 - DUE BY 2/14/93 BALANCE PLEASE MAKE CHECKS PAYABLE TO "MICHAEL GRECCO", SS# 127-48-1814